

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

DONNA WHITAKER

Plaintiff,

V.

CIVIL ACTION NO

FINANCIAL MANAGEMENT SOLUTIONS, LLC

Defendant.

MAY 5, 2015

COMPLAINT

1. Plaintiff seeks relief pursuant to the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692; Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act. § 14-204 et seq. ("MCDCA").
2. The Court's jurisdiction is conferred by 15 U.S.C.1692k
3. Plaintiff is a natural person who resides in Silver Springs, Maryland.
4. Plaintiff is a consumer within the FDCPA.
5. Defendant is a debt collector within the FDCPA and MCDCA.
6. Defendant is a Limited Liability Company with a place of business located at 9001 Edmonston Road, Suite 20, Greenbelt, MD 20770.
7. Defendant communicated with Plaintiff via written letter dated December 29, 2014, in connection with collection efforts pertaining to Plaintiff's alleged debt owed for an apartment rental.

8. Defendant stated in the initial collection letter that Plaintiff owed \$3,959.92.

(See Exhibit 1).

8. Defendant was attempting to collect a consumer debt allegedly owed to their client "Ashford at Woodlake", which was allegedly owed by Plaintiff for broken lease fees and other debts incurred in the rental of an apartment.

9. Plaintiff disputed owing that amount and called the Defendant and spoke to a collection agent who identified herself as Karla Morales.

10. Ms. Morales itemized the alleged debt the Defendant was collecting which included "3 late charges of \$66.25, legal fees of \$17, Broken Lease fee of \$2,650.00, Water Bill from 5/5 to 6/2 \$19.79, 6/3 to 7/2 \$19.35, 7/2 to 8/1 \$19.87, 8/1 to 9/2 \$23.18, 9/2 to 10/3 \$24.54, 10/3 to 11/2 \$25.22 and a final water bill of \$29.91, Rent 11/30 \$1,140.54, December Rent \$1,325.00.

11. Defendants collection agent also stated "Total amount due was \$5,586.40."

11. Defendant through their collection agent Karla Morales stated to the Plaintiff that we "took your security deposit of \$1,513.00 and interest of \$113.48.

12. The Defendant made False, Deceptive or Misleading statements in violation of 15 U.S.C. §1692e. (False or Misleading Representations).

§1692e

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(2) The false representation of—

(A) the character, amount, or legal status of any debt; or

(B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt.

13. Defendant initially advised the Plaintiff that the balance due on the account was \$3,959.92.

14. Defendant advised the Plaintiff how they calculated the total amount due, which by calculation added up to **\$5,493.15**, not the claimed amount of **\$5,586.40**

15. Defendant itemization also lists factious charges for legal fees of \$17.00.

16. Based on information and belief no attorney has reviewed this file, and the charge of \$17.00 for attorney fees is not consistent of what an attorney would charge to review this file.

17. Based on information and belief the Defendant charged the Plaintiff for services which were not done or even reasonably necessary to collect this debt.

18. The Defendant violated §1692f by adding amounts to the alleged debt which were not authorized or even performed in the collection of this account.

19. 15 U.S.C. §1692f (Unfair Practices)

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

20. Plaintiff does not dispute the likelihood of a contract clause permitting attorney fees in the collection of this account. Plaintiff disputes the likelihood that an attorney reviewed the file, or performed any legal tasks necessary to the collection of this account.

21. Defendant has inadequate procedures in place to avoid such errors.

22. In the collection efforts, the defendant violated the FDCPA; inter alia, §1692 e and f.

SECOND COUNT

23. The allegations of the First Count are repeated and realleged as if fully set forth herein.

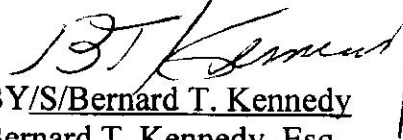
24. Within three years prior to the date of this action Defendant has engaged in acts and practices as to Plaintiff in violation of the Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act § 14-204 et seq. ("MCDCA").

25. Defendant has committed unfair or deceptive acts or practices within the meaning of the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.

WHEREFORE Plaintiff respectfully requests this Court to:

1. Award Plaintiff statutory damages pursuant to the Fair Debt Collection Practices Act 15 U.S.C. §1692 et seq.;
2. Award Plaintiff statutory damages pursuant to the MCDCA.
3. Award the Plaintiff costs of suit and a reasonable attorney's fee;
4. Award and such other and further relief as this Court may provide.

THE PLAINTIFF



BY/S/Bernard T. Kennedy
Bernard T. Kennedy, Esq.
The Kennedy Law Firm
P.O. Box 673
Blairsville, GA 30512
Phone 706-400-2650
bernardtkennedy@yahoo.com



December 29, 2014

Donna Whitaker
P.O. BOX 272
BURTONSVILLE, MD 20866

ACCOUNT #: 195795
BALANCE DUE: \$3,959.92
CREDITOR NAME: ASHFORD AT WOODLAKE

Dear Donna Whitaker:

Your account with the above referenced property has been referred to Financial Management Solutions, LLC, for collection. This is a communication from a debt collector.

We request immediate payment in full in the amount of: \$3,959.92, to

FMS Financial Solutions
9001 Edmonston Road Suite 20
Greenbelt, Maryland 20770
301.220.1849 Toll Free 800.486.7677
www.FMSFinancialsolutions.com

For your convenience, you may pay directly in our office, by mail, by phone, or by visiting us online at our secure website using the address shown above. We accept checks, money orders, Visa, MasterCard, Discover, American Express, and check by phone payments. If you wish to pay online, we can accept credit card or check by phone payments. Click on "Payer Services" and follow the online instructions. Please note: A \$35.00 fee may be assessed for returned checks. FMS reports to the major credit reporting agencies.

Respectfully,
Financial Management Solutions, LLC

Karla Morales
(301) 220-1849,

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you the name and address of the original creditor if different from the current creditor.

COLLECTIONS DEBT ACQUISITION DEBT MANAGEMENT BACKGROUND INVESTIGATIONS

9001 Edmonston Road Suite 20
Greenbelt, MD 20770
301.220.1849
301.220.1915(Fax)
800.486.7677
www.FMSfinancialsolutions.com